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Tarrant County Texas

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Fort Worth, Texas 76114

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# AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS           §  
                                           §  
 COUNTY OF TARRANT   §

THAT, WHEREAS, on June 18, 2007 ("Effective Date"), Robert T. Fairclo and wife, Mary Lou Fairclo, as Lessor(s), executed and delivered unto Four Sevens Energy Co., Ltd., as Lessee, an Oil and Gas Lease covering .2369 acres of land, more or less, recorded in County Clerk's File No. D207304123, Official Public Records, Tarrant County, Texas, and being described as follows:

**Lot 3, in Block 3, of Boston Heights Addition to the City of Benbrook, in Tarrant County, Texas, according to plat recorded in Book 388-31, at Page 37, Plat Records of said County.**

WHEREAS, Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, is the present owner and holder of said lease and all rights thereunder or incident thereto and has requested that the Lessor amend the provisions of the lease.

WHEREAS, TOTAL E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas 77002, acquired an undivided 25% interest in Chesapeake's working interest in the aforementioned Lease and has requested that the Lessor amend the provisions of the lease

WHEREAS, since the execution and delivery of the Lease, it has been discovered that the pooling provision contained in said Lease is inadequate and thus, for the benefit of both parties Lessor and Lessee desire to amend the Lease in order to more effectively develop the lands described above.

For adequate consideration, and the further consideration of the obligations and agreements contained in the Lease, Lessor and Lessee agree to amend the pooling provisions, as contained in the Lease, by deleting the following sentence:

"units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed an area 160 acres each plus a tolerance of Ten Percent (10%) thereof..."

as provided for in the lease, and replacing it with:

"units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed an area 640 acres each plus a tolerance of Ten Percent (10%) thereof..."

WHEREAS, it has also been discovered that certain provisions were omitted from the original lease form.

For adequate consideration, and the further consideration of the obligations and agreements contained in the Lease, Lessor and Lessee agree to amend the Lease by inserting the following into the Lease, as if it were originally contained therein:

"Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease."

LESSOR warrants to be the owner of the Lands and the minerals in and under the Lands with full right and authority to amend the provisions of the Lease.

THIS Amendment shall extend to and be binding upon both Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. Except as stated in this Amendment, the Lease shall continue in full force and effect as to all of its other terms and provisions.

THIS Amendment is signed by the Lessor as of the date of acknowledgement of the Lessor's signatures, but is effective for all purposes as of the Effective Date shown above.  
 Lessor:

TX 0513100-003

Signature: Robert T. Fairclo

Printed Name: Robert T. Fairclo

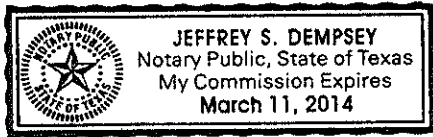
Signature: Mary Lou Fairclo

Printed Name: Mary Lou Fairclo

STATE OF TEXAS §  
COUNTY OF TARRANT §

ACKNOWLEDGEMENT §

This instrument was acknowledged before me on this 10<sup>th</sup> day of November, 2010 by Robert T. Fairclo.

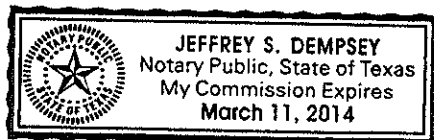


[Signature]  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TARRANT §

ACKNOWLEDGEMENT §

This instrument was acknowledged before me on this 10<sup>th</sup> day of November, 2010 by Mary Lou Fairclo.



[Signature]  
Notary Public, State of Texas

**Lessee:**

**Chesapeake Exploration, L.L.C.,**  
an Oklahoma limited liability company

**TOTAL E&P USA, INC.**  
A Delaware Corporation

By: [Signature]

Printed Name: Henry J. Hood

Title: Sr. Vice President - Land  
and Legal and General Counsel

By: [Signature]

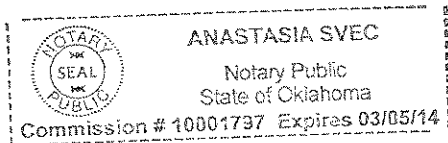
Printed Name: Eric Bonnin

Vice President, Business Development & Strategy

Title: \_\_\_\_\_

THE STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 25<sup>th</sup> day of February, 2011, by Henry J. Hood, Executive Sr. Vice President—Land and Legal and General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed of such limited liability company on behalf of said limited liability company.



Anastasia Svec

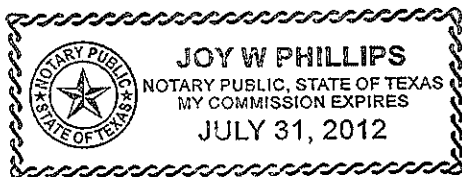
[SEAL]

Notary Public, State of OKLAHOMA

STATE OF TEXAS §  
COUNTY OF Harris §

ACKNOWLEDGEMENT §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2011, by Eric Bonnin, Vice President, Business Development & Strategy of TOTAL E&P, USA, Inc., a Delaware corporation, as the act and deed and on behalf of such corporation.



[SEAL]

Joy W Phillips  
Notary Public, State of Texas